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January 19, 2001

A.1 EXECUTIVE SUMMARY LETTER - PRDA

Program Research and Development Announcement (PRDA) No. **DE-RA26-01NT41093** for **“Demonstration of Innovative and Improved Technologies for Size Reduction and Remote Handling”**

Prospective Offerors:

The purpose of this Executive Summary Letter is to highlight salient elements of the PRDA. This letter is not an integral part of the PRDA which is a self-contained document. In the event of any conflict between the contents of this Executive Summary Letter and that of the PRDA, the PRDA language will prevail.

The National Energy Technology Laboratory (NETL) is soliciting offers to demonstrate technologies for size reduction and remote handling in a cold demonstration on a mock-up facility at the Hanford Site, with subsequent hot demonstration/deployment. The scope of technologies to be considered as part of this procurement includes all aspects of size reduction of long-length and oversized remotely handled, transuranic (RH-TRU) items at Hanford. While technologies for cutting and handling of components are solicited, the overall scope is much broader and includes other individual technologies that might assist in completing the size reduction tasks more quickly, cheaper, or with less exposure to workers. Technological areas that are included are contamination control (including containment and fixatives), decontamination, holding and manipulation, remote C3/data links, and assay of TRU content. Equipment or technologies that can be operated remotely or stand-alone equipment that could be used to monitor or even operate other equipment remotely is encouraged. The Government requirements are detailed in the PRDA Objectives contained in Section J, Attachment A.

Each offer will be objectively reviewed on its own merit against the evaluation criteria stated in the PRDA using technical, scientific and/or peer reviewers, some of whom may be non-Governmental personnel. Should an offeror object to review of their proposals by individuals other than Government employees it shall so state in Volume I of its proposal. Offerors are, however, cautioned that the DOE may be unable to give full consideration to proposals which indicate that only Government evaluation is authorized.

Individuals, corporations, nonprofit organizations, small and small disadvantaged businesses, educational institutions, and state or local governments or other entities who wish to have a proposal evaluated should respond to the requirements of this PRDA.

Proposals submitted by, or substantially relying upon the technical expertise of, (1) another Federal agency; (2) a Federally Funded Research and Development Center (FFRDC) sponsored by a Federal agency; or (3) a Department of Energy (DOE) Management and Operating (M&O) contractor are not desired, will not be evaluated, and will not be eligible for an award under this solicitation. Offerors are encouraged to maximize the use of private sector organizations in the performance of the proposed effort. However, a proposal that includes performance by a FFRDC or DOE M&O contractor(s) may be considered for award, provided that: (1) the proposed use of any such entities is specifically authorized by the cognizant agency for the FFRDC or DOE for DOE M&O contractors, in accordance with the procedures established for the FFRDC or the DOE M&O contractor; (2) the work is not otherwise available from the private sector; and (3) the estimated aggregate cost of the FFRDC or M&O contractor(s) work does not exceed 25 percent of the total estimated project cost. DOE reserves the right to fund the work through a DOE field work proposal or an interagency agreement. If so, DOE will not reimburse the prime contractor or higher-tiered subcontractor, for indirect costs (e.g. overhead and/or G&A) allocated to the FFRDC or M&O subcontract costs.

The DOE anticipates multiple cost sharing awards; but the DOE reserves the right to award the contract type and number deemed in its best interest.

Cost-Share: Offerors are advised that cost-share is not required, however when DOE supports contractor demonstration efforts where the principal purpose is commercialization and utilization of the technologies by the private sector, and when there are reasonable expectations that the contractor will receive present or future economic benefits beyond the current contract as a result of performance of the effort, it is DOE's policy to obtain cost participation. Cost participation may be

in various forms or combinations, which include but are not necessarily limited to, cash outlays, real property, or interest therein, needed for the project, personal property or services, cost matching or other in-kind participation (reference DEAR Subpart 917.70, titled "Cost Participation" for additional information). Offerors who respond to this solicitation and are considering the possibility of broader application of the technologies, beyond DOE's immediate needs, should consider this when preparing their proposal. Furthermore, the extent of cost participation will be considered in the DOE's evaluation of costs as reflected in Article M.3B, "Cost Criteria."

It is anticipated that Phase 1 demonstration will be completed within an estimated 6 weeks after award and the final report will be completed within 10 weeks from date of award. The estimated cost range for Phase 1 awards under this solicitation is between \$50,000 to \$250,000. However, this does not preclude consideration of longer or shorter projects at higher or lower costs.

The Government plans to provide the mock-up facility for the Phase 1 Cold Demonstration, and the equipment selected for the Phase 2 Hot Demonstration/Deployment. Offerors are expected to propose utilization of existing technologies for the size reduction and remote handling activities.

Proposals must be submitted in accordance with the requirements of the PRDA (See Section L). Offerors are also advised to give particular attention to the evaluation criteria identified in Part V, Section M. Each of the required proposal parts should be bound separately and clearly labeled. The proposals must be received by the Contract Specialist not later than **3:00 p.m.** local prevailing time on **February 22, 2001**, at the address below:

U.S. Department of Energy
National Energy Technology Laboratory
ATTN: D. Denise Riggi
3610 Collins Ferry Road
Morgantown, WV 26507-0880

Proposals must authorize a period for acceptance by the Government of not less than one hundred eighty (180) calendar days from the date specified for receipt of proposals. Further, you are cautioned that late proposals, modifications, and withdrawals will be treated in accordance with the article in Section L entitled "Instructions to Offerors - Competitive Acquisition."

Please complete and return the enclosed Intention to Propose form at the earliest practicable date. The Intention to Propose form is contained not only in this file, but in a separate Word Perfect (W.P.) 6.1 file entitled [41093.int]; this should aid in printing the document. All files are formatted for printing on a postscript type printer.

All requests for explanation or interpretation of any part of the PRDA shall be submitted in writing to the Contract Specialist at the aforementioned address. Your written questions must be received by the Contract Specialist within 10 calendar days after the issuance of the solicitation to allow sufficient time for a reply to reach all prospective offerors before the submission of their offer. The Government reserves the right not to respond to questions submitted after this period, nor to respond to questions submitted by telephone or in person at any time. If the Government elects to answer the questions, the questions will be answered via an amendment to the solicitation, with copies of both questions and answers included in the amendment, without reference to the originating sources. All amendments will be posted on the NETL Homepage at "<http://www.NETL.doe.gov/business/solicit/>"; therefore, offerors are encouraged to periodically check the NETL Homepage to ascertain the status of any amendments as hard copies will not be distributed.

For your information, it is recommended that all prospective offerors download a copy of the DOE "Lobbying Brochure" (<http://www.pr.doe.gov/lobbying.html>) which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal contractors and recipients.

Please note that an automated document writing system has been used to prepare this document. Each provision in the data base has been assigned a number. Not all of the provisions in the data base have been used in this document; therefore, the numbering may not be continuous.

All communications concerning this PRDA should cite the PRDA number and be directed in writing to the attention of the Contract Specialist via mail at the letterhead address, via fax at (304) 285-4683, or via E-mail at driggi@NETL.doe.gov.

Sincerely,

Original Signed by D. Denise Riggi

Contract Specialist
Acquisition and Assistance Division

Enclosure

A.2 INTENTION TO PROPOSE (DEC 1999)

SOLICITATION NUMBER: DE-RA26-01NT41093

WE _____ DO _____ DO NOT INTEND TO SUBMIT A PROPOSAL.

NAME AND ADDRESS OF FIRM OR ORGANIZATION (INCLUDING ZIP CODE)

AUTHORIZED SIGNATURE (Optional for E-Mail Responses)

TYPED OR PRINTED NAME AND TITLE

DATE

TELEPHONE NO.

FACSIMILE NO.

E-MAIL ADDRESS

Please return this form to:

MAIL TO: U. S. Department of Energy
National Energy Technology Laboratory
ATTN: D. Denise Riggi
P.O. Box 880
3610 Collins Ferry Road
Morgantown, WV 26507-0880

VIA FACSIMILE: (304)285-4683

VIA E-MAIL: driggi@netl.doe.gov

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶		RATING		PAGE OF PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RA26-01NT41093		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY U. S. Department of Energy, National Energy Technology Laboratory P.O. Box 880, 3610 Collins Ferry Road, Attn: D. Denise Riggi Morgantown, WV 26507-0880		CODE		8. ADDRESS OFFER TO (If other than Item 7)			
6. REQUISITION/PURCHASE NO.							

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____.
- (Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME D. Denise Riggi		B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS driggi@netl.doe.gov	
			AREA CODE 304	NUMBER 285-4241	EXT.	

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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III — LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
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	G	CONTRACT ADMINISTRATION DATA		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
	H	SPECIAL CONTRACT REQUIREMENTS		M	EVALUATION FACTORS FOR AWARD		

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE	AMENDMENT NO.
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE — ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER	EXT.						

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶			
				ITEM			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED (BASE CONTRACT WITH OPTIONS) (MAR 1999)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work:

BASE CONTRACT - PHASE 1 - Cold Demonstration

Item 1 - "Demonstration of Innovative and Improved Technologies for the Size Reduction and Remote Material Handling" in accordance with Part III, Section J, Attachment A, Statement of Work, Phase 1.

Item 2 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 1 above. (Not separately priced - included in price of Item 1)

NOTICE: NO WORK UNDER THIS CONTRACT SHALL BE AUTHORIZED BEYOND THE BASE CONTRACT WITHOUT THE SPECIFIC WRITTEN DIRECTION OF THE CONTRACTING OFFICER.

OPTIONAL PHASE 2 - Acquisition/Deployment

Item 3 - Acquisition, Hot Demonstration, Deployment in accordance with Part III, Section J, Attachment A, Statement of Work, Phase 2.

B.3 ESTIMATED COST (NOV 1997)

The total estimated cost for the contract items being acquired is \$[]. No fee shall be paid to the Contractor under this contract. (See the clause entitled "Cost Contract - No Fee" or "Cost Contract - No Fee - Alternate I").

B.4 COST SHARING ARRANGEMENT (JAN 1999)

(a) Estimated Cost

The total estimated cost for the work to be accomplished under this contract is \$ TBD. (See the clause entitled "Cost-Sharing-No Fee" or "Cost-Sharing-No Fee - Alternate I").

(b) Cost Sharing

The Contractor and the Government agree to share the cost of the effort under this contract as follows:

BASE PROGRAM - PHASE 1 SHARE OF THE ACTUAL COST OF PERFORMANCE

	<u>Dollar Share</u>	<u>Percent Share</u>
Government	\$ []	[] %
Contractor	\$ []	[] %
Total	\$ []	[] %

OPTIONAL PHASE 2
SHARE OF THE ACTUAL COST OF PERFORMANCE

	<u>Dollar Share</u>	<u>Percent Share</u>
Government	\$ []	[] %
Contractor	\$ []	[] %
Total	\$ []	[] %

The cost participation formula stipulated under this clause shall be applied to actual, allowable, allocable contract costs incurred as a whole rather than to any individual element of cost. The cost sharing ratio established in this contract will be applied to each and every invoice. In its vouchers and contract cost and/or financial reports, the Contractor shall separately identify: 1) the total allowable costs incurred; 2) the allowable costs incurred to be borne by the Government (dollars and percentages); and 3) the allowable costs to be borne by the Contractor (dollars and percentages).

(c) Government's Obligation

The Government's financial obligation is limited to \$TBD on account of performance of the contract as a whole, and is further limited to the amount of funds allocated to this contract at any given time in accordance with the Limitation of Cost or Funds clauses of the contract.

(d) Cost Overrun

The Government funding of cost overruns is subject to availability of funds and FAR 52.232-20 "Limitation of Cost." While it is the purpose of this contract to complete all work within the funds provided in the original or amended award amount, it is hereby agreed that the provision of any funds for the financing or reimbursement of any allowable and allocable cost overruns which may be incurred in the performance of this contract, shall be subject to cost sharing by the Government and Contractor in accordance with the respective percentages indicated above.

The Contractor shall not be obligated to continue performance under the contract (including actions under the termination clause) or otherwise to incur cost in excess of the estimated total cost unless and until the Contracting Officer shall have modified the contract to fund the Government's share.

B.5 VALUATION OF IN-KIND CONTRIBUTIONS (SEPT 1998)

The contractor shall, as their in-kind contribution under this contract, provide and furnish the items below as necessary to perform the Statement of Work (Part III, Section J, Attachment A).

[TBD]

The total value placed on the above in-kind/third party contributions is \$[TBD].

The contractor shall furnish as in-kind contribution the actual cost of the items listed above, notwithstanding the estimated costs shown.

B.6 LIMITATION OF FUNDS -- COST SHARING (JUNE 1998)

Pursuant to FAR 52.232-22, "Limitation of Funds", total funds in the amount of \$[TBD] are obligated herewith and made available for payment of the Government share of allowable costs to be incurred from the effective date of this contract through the period estimated to end [TBD].

B.8 OPTION (NOV 1997)

The Government may elect to require the contractor to perform the option identified in the Statement of Work, Part III, Section J, Attachment A. The Contracting Officer may unilaterally issue a contract modification to exercise this option not later than thirty (30) calendar days before this contract is due to expire. The estimated cost and cost share of this contract will be increased by the amounts identified in Section B for the option. The period of performance for the option shall be extended in accordance with Part I, Section F.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK (NOV 1997)

The Statement of Work is located in Part III -- Section J, Attachment A to this contract.

C.2 REPORTS (MAY 1998)

Reports shall be prepared and submitted in accordance with the reporting requirements described in Part III -- Section J, Attachment B.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (FEB 1999)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A.

D.2 MARKING (JAN 1999)

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION (NOV 1997)

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

E.2 ACCEPTANCE (MAR 1999)

Final acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer.

E.3 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may--

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may--

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT. (APR 1984)

(a) Definitions.

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to--

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (NOV 1997)

The work to be performed hereunder shall commence on the effective date of the contract and shall continue for [TBD] months for Phase 1. This includes time for submission of the draft final report, review of draft by DOE, and submission of the approved final report by the contractor. In the event the government elects to exercise Optional-Phase 2, the period of performance shall be extended by [TBD] months.

F.2 PRINCIPAL PLACE OF PERFORMANCE (FEB 1998)

The principal place of performance under this contract shall be at the U.S. Department of Energy's Hanford Site, Richland, Washington.

F.3 52.242-15 STOP-WORK ORDER. (AUG 1989) -- ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES (FEB 2000)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

(a) **Technical Correspondence**

Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative, with an information copy of the correspondence to the DOE Contract Specialist.

(b) **Property Correspondence**

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

(c) **Indirect Rate Correspondence**

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

(d) **Correspondence on Patent or Technical Data Issues**

Correspondence concerning patent or technical data issues shall be addressed to the Office of Intellectual Property Law, U.S. Department of Energy, Chicago Operations Office, 9800 South Cass Avenue, Building 201, Argonne, IL 60439.

Information copies of correspondence being sent to the Intellectual Property Law Division shall also be sent to the NETL Patent Attorney, the DOE Contract Specialist, and the Contracting Officer's Representative.

(e) **Other Correspondence**

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

(f) **Subject Line(s)**

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-AC26-00NT[], and identifying the specific contract action requested.

G.2 SUBMISSION OF VOUCHERS/INVOICES (NOV 2000)

(a) Voucher Form (SF 1034)

In requesting reimbursement, contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal), and F4220.50 (Statement of Cost). Electronic versions of the SF1034 and the F4220.50 can be found on the NETL website at <http://www.netl.doe.gov/business/forms/forms.html>. The Statement of Cost shall be supported by the information contained in Paragraph (c) of this clause. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

- (1) Name and address of contractor/vendor
- (2) Invoice date
- (3) Contract number or other authorization for delivery of property or service
- (4) Description, price and quantity of property and services actually delivered or rendered
- (5) Shipping and payment terms
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
- (8) Other substantiating documentation or information as required by the contract.

(b) Statement of Cost

The SF 1034 shall be completed so as to make due allowances for the Contractor's cost accounting system. The costs claimed shall be only those recorded costs (including cost sharing) which are authorized for billing by the payment provisions of this contract. If this is a cost-plus-fixed-fee contract, the amount claimed for the fixed fee should be based on a percentage of completion of the work. If this is a cost sharing contract, the "Government Share" must agree with the amount billed on the SF 1034. Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included in the invoice and adequately supported. Indirect rates claimed shall be billed in accordance with the "Allowable Cost and Payment Clause." The Certification (block 11) must be signed by a responsible official of the Contractor.

(c) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by nature of items (e.g., office, lab, computer, etc.) and dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(d) Submission of Voucher

Submit one copy of the original voucher including the certified Statement of Cost and Supporting Documentation to the following payment office:

U. S. Department of Energy
Oak Ridge Financial Services Center
P. O. Box 4787
Oak Ridge, TN 3783

In addition, submit two copies of the voucher including the certified Statement of Cost and Supporting Documentation to the following address:

U. S. Department of Energy
National Energy Technology Laboratory
ATTN: Accounts Payable, MS A02
P.O. Box 880
Morgantown, WV 26507-0880

(e) Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

(f) Payment Method

In accordance with Mandatory Information for Electronic Funds Transfer Payment, payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(g) Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

(h) Status of Payments

The Oak Ridge Financial Service Center (ORFSC) has a system via Internet, in which contractors can request information about payments by invoice, by contract number, and/or by paid date. The system is called Vendor Inquiry Payment Electronic Reporting System (VIPERS) and is available to contractors at the following website: <http://finweb.oro.doe.gov/vipers.htm>. Contractors must have a federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system.

G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR (DEC 1999)

A support service contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this contractor has access to your business confidential cost/rate information. A special provision in this contractor's award requires the confidential treatment by all contractor employees of any and all business confidential information of other contractors and financial assistance recipients to which they have access.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

H.2 TECHNICAL DIRECTION (JUNE 1998)

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
 - (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

- (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I".

H.3 MODIFICATION AUTHORITY (NOV 1997)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.4 GOVERNMENT PROPERTY AND DATA - NONE (NOV 1997)

The Government is not obligated to furnish any real or personal property or data under this contract, and the Contractor is not authorized to acquire any real or personal property or data at the Government's expense under this contract.

H.5 GOVERNMENT PROPERTY AND DATA (JAN 1999)

- (a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.
- (b) Acquisition Authorization Requirements
 - (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such items on the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment C) to this contract.
 - (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
 - (3) Any changes in the acquisition authorization shall be reflected in a modification to this contract which revises the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment C) to this contract.
 - (4) Authorization to acquire does not constitute consent to the placement of a subcontract.
- (c) Government-Furnished Property and Data

Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the "List of Government-Furnished Property" (Part III -- Section J, Attachment D) to the contract, shall be furnished.

(d) Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B.

The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

H.6 TITLE TO EQUIPMENT (GOVERNMENT) (APR 1998)

Pursuant to the clause of this contract entitled "Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) --Alternate I," title to equipment having an acquisition cost of \$5,000 or more, purchased with funds available for research and approved by the Contracting Officer prior to acquisition, shall vest with the Government.

H.8 KEY PERSONNEL/PROGRAM MANAGER (MAR 1998)

The key personnel, which includes the Program Manager, specified below, are considered to be essential to the work being performed under this award; moreover, any changes to these personnel require prior DOE Contracting Officer's written approval.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of key personnel that have been approved for this contract:

Name	Title
[]	[]

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer, with concurrence of the Contracting Officer's Representative.

H.9 TRAVEL AND PER DIEM COSTS (FEB 1998)

Costs incurred by contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and are allowable pursuant to the "Allowable Cost and Payment" clause, FAR 52.216-7.

Foreign travel shall be subject to DEAR 952.247-70.

H.10 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS/CONSULTANTS (OCT 1998)

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontractors, which were evaluated during negotiations:

[]

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. Also, since these subcontracts and/or consultants have as a purpose the conduct of research, development and demonstration work, they must additionally contain all applicable flow-down clauses contained in Part II, Section I.

H.11 SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY (FEB 1998)

(a) To the extent a subcontractor proposes to recover as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime contractor, the FCCOM cost principle (FAR 31.205-10) shall apply to subcontracts and new scope modifications issued thereto which are fee bearing cost reimbursement type or negotiated fixed price type.

(b) To the extent a subcontractor is eligible to recover yet does not propose as an element or proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime contractor, the higher tier subcontractor or the prime contractor shall insert the following provision in any such subcontract or new scope modification issued thereto:

Waiver of Facilities Capital Cost of Money
(FAR 52.215-17, OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph (c) altered as necessary for proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

H.12 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (JUNE 1998)

The Representations, Certifications and Other Statements of the Offeror for this contract are hereby incorporated by reference.

H.13 INDIRECT COSTS (NOV 1997)

Pending establishment of final indirect cost rates for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates recommended by the cognizant Government auditor. When a rate change occurs, and after it has been audited and approved by the cognizant Government auditor, the contractor shall inform the Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor's approval and the cost impact of the rate change on the program.

H.14 GUARANTEED FINAL REPORT (NOV 1997)

Notwithstanding the applicable cost principles of the Federal Acquisition Regulation (FAR) and the DOE Acquisition Regulation (DEAR) in effect on the date of this contract, and as authorized by Paragraph (a) of the clause of this contract entitled "Allowable Cost and Payment," the contractor agrees to manage this contract in such a manner so as to guarantee to the Government the delivery of an acceptable Final Report. It is the contractor's responsibility to ensure at all times that adequate funds remain to cover all allowable costs necessary for the preparation and delivery of the acceptable Final Report. All costs incurred by the contractor during preparation and delivery of the acceptable Final Report that are in excess of the funds remaining in the contract shall be borne by the contractor.

H.15 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS (FEB 1998)

In performing work under this contract, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

H.16 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) -- PRIOR APPROVALS (JAN 2000)

The National Environmental Policy Act of 1969 (NEPA) requires that all Federal agencies consider the impacts of their projects on the human environment. As part of the DOE's NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on [INSERT ACTIVITIES THAT CAN BE PERFORMED UNTIL THE NEPA DOCUMENT IS SIGNED, i.e., preliminary designs or drawings] activities, until DOE notifies the Contractor that all NEPA requirements have been satisfied.

H.17 CONTRACTOR PRESS RELEASES (APR 1998)

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.18 PERMITS AND LICENSES (JAN 1999)

Within sixty (60) days of award, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of ES&H approvals that, in the Contractor's opinion, shall be required to complete the work under this award.

This list shall include the topic of the approval being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles.

The Contractor agrees to include this clause in their first-tier subcontracts and agrees to enforce the terms of this clause.

H.19 QUALITY ASSURANCE/QUALITY CONTROL (JUNE 1998)

The Contractor shall implement the DOE work using Quality Assurance/Quality Control measures as appropriate to:

- (a) Achieve accuracy, precision, and reproducibility of data adequate to fulfill the objectives of the work to be performed under this award;
- (b) Control experimental operations using accepted technical standards, instruction, and other appropriate means commensurate with the complexity and the risk of the work;
- (c) Identify, control and maintain components, equipment, facilities, hardware and materials;
- (d) Control handling, storage, shipping. Cleaning and preservation to prevent damage, loss or deterioration;
- (e) Control calibration, maintenance, accountability, and use of measuring and testing equipment used for monitoring and data collection;
- (f) Ensure that designs use sound engineering/scientific principles and appropriate standards and demonstrate that equipment and processes performed as intended;
- (g) Ensure that purchased items and services meet established specifications and requirements;
- (h) Incorporate inspections as appropriate;
- (i) Continually improve the quality of the work done for DOE through the improvement of work practices guided by internal performance assessment.

H.20 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION (JUNE 1998)

- (a) The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local law as, including codes, ordinances and regulations, covering safety, health and environmental protection.
- (b) The Contractor agrees to include paragraph (a) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

H.21 CONTRACTOR LICENSING (APR 1998)

- (a) Limited Rights Data Or Restricted Computer Software

Except as may be otherwise specified in this contract as data not subject to this paragraph, the contractor agrees that upon written application by DOE, it will grant to the Government for purposes of practicing [], by or for the Government for the purpose of remediation or decontamination of chemically

contaminated or radioactive sites, a nonexclusive license in any limited rights data or restricted computer software on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality; provided, however, the contractor shall not be obligated to license any such data or software if the contractor demonstrates to the satisfaction of the Director of Environmental and Waste Management or designee that such data are being supplied by the contractor or its licensees in sufficient quantity and at reasonable prices to satisfy DOE needs, or the contractor or its licensees have taken effective steps to so supply such data in the form of results obtained by its use.

(b) Background Patents

"Background Patent" means a domestic patent covering an invention or discovery which is not a subject invention and which is owned or controlled by the contractor at any time through the completion of this contract, infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

The contractor agrees that upon written application by DOE, it will grant to the Government for purposes of practicing [] by or for the Government for the purpose of remediation or decontamination of chemically contaminated or radioactive sites, nonexclusive license(s) under any background patent on terms that are reasonable under the circumstances. If, however, the contractor believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to the Director of Environmental and Waste Management or designee for approval of such licensing by the contractor. Notwithstanding the foregoing, the contractor shall not be obligated to license any background patent if the contractor demonstrates to the satisfaction of the Director of Environmental Restoration and Waste Management or designee that the contractor or its licensees are supplying the subject matter covered by said background patent in sufficient quantity and at reasonable prices to satisfy DOE needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(c) Licensing Intellectual Property for Performing the Contract

The contractor also agrees and does hereby grant to the Government a royalty-free, non-exclusive license under any background patent or to any limited rights or restricted computer software for purposes of practicing a subject of this contract by or for the Government in research, development, or demonstration under this contract.

H.24 YEAR 2000 COMPLIANCE (APR 1998)

Year 2000 compliant means, with respect to information technology, the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology being acquired, properly exchanges date/time data with it.

The contractor assures, by acceptance of this award, that any items delivered under this contract are year 2000 compliant.

H.25 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 2000) (DEC 1999)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to

communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

A copy of the DOE “Lobbying Brochure” which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal contractors can be found at (<http://www.pr.doe.gov/lobbying.html>)

H.26 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (DEC 1999)

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <http://www.arnet.gov/far/index.html>

Department of Energy Regulations (Clauses starting with 952): <http://www.pr.doe.gov/dear.html>

I.2 52.202-1 DEFINITIONS. OCT 1995

I.3 952.202-1 DEFINITIONS.

I.4 52.203-3 GRATUITIES. APR 1984

I.5 52.203-5 COVENANT AGAINST CONTINGENT FEES. APR 1984

I.6 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. JUL 1995

I.7 52.203-7 ANTI-KICKBACK PROCEDURES. JUL 1995

I.8 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. JAN 1997

I.9 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. JAN 1997

I.10 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. JUN 1997

I.11 52.204-4 PRINTING OR COPYING DOUBLE-SIDED ON RECYCLED PAPER. AUG 2000

I.12 952.208-70 PRINTING. APR 1984

I.13 52.209-6 PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. JUL 1995

I.14 52.215-2 AUDIT AND RECORDS - NEGOTIATION. JUN 1999

I.15 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT. OCT 1997

I.16 52.215-14 INTEGRITY OF UNIT PRICES. OCT 1997

I.17 52.215-16 FACILITIES CAPITAL COST OF MONEY. OCT 1997

I.18 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. OCT 1997

I.19 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. OCT 1997

I.20 52.216-7 ALLOWABLE COST AND PAYMENT. MAR 2000

I.21 952.216-7 ALLOWABLE COST AND PAYMENT.

I.22 52.216-12 COST-SHARING CONTRACT - NO FEE. APR 1984

I.23 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. OCT 2000

I.24 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. OCT 1999

I.26 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. FEB 1997

I.27 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. JUL 1990

I.28 52.222-3 CONVICT LABOR. AUG 1996

I.29 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. FEB 1999

I.30 52.222-26 EQUAL OPPORTUNITY. FEB 1999

I.31 52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA. APR 1998
I.32 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. JUN 1998
I.33 52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA. JAN 1999
I.34 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) -- ALTERNATE I JUL 1995
I.35 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. APR 1998
I.36 52.223-6 DRUG-FREE WORKPLACE. JAN 1997
I.37 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. OCT 2000
I.38 952.224-70 PAPERWORK REDUCTION ACT. APR 1994
I.39 52.225-3 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM. FEB 2000
I.40 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. JUL 2000
I.41 52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES. FEB 2000
I.42 52.227-1 AUTHORIZATION AND CONSENT. JUL 1995
I.44 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. AUG 1996
I.45 52.227-9 REFUND OF ROYALTIES. APR 1984
I.46 952.227-11 PATENT RIGHTS-RETENTION BY THE CONTRACTOR (SHORT FORM). FEB 1995
I.47 952.227-13 PATENT RIGHTS-ACQUISITION BY THE GOVERNMENT. SEP 1997
I.48 FAR 52.227-14 RIGHTS IN DATA - GENERAL. (JUN 1987) WITH ALTERNATE V (JUN 1987) AS AMENDED BY DEAR 927.409 JAN 1999
I.49 52.227-16 ADDITIONAL DATA REQUIREMENTS. JUN 1987
I.50 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). JUN 1987
I.51 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. MAR 1996
I.52 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. APR 1984
I.53 52.232-17 INTEREST. JUN 1996
I.54 52.232-18 AVAILABILITY OF FUNDS. APR 1984
I.55 52.232-20 LIMITATION OF COST. APR 1984
I.56 52.232-22 LIMITATION OF FUNDS. APR 1984
I.57 52.232-23 ASSIGNMENT OF CLAIMS. JAN 1986
I.58 52.232-25 PROMPT PAYMENT. JUN 1997
I.59 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION. MAY 1999
I.60 52.233-1 DISPUTES. (OCT 1995) -- ALTERNATE I DEC 1991
I.61 52.233-3 PROTEST AFTER AWARD. (AUG 1996) -- ALTERNATE I JUN 1985
I.62 952.235-70 KEY PERSONNEL. APR 1994
I.63 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. APR 1984
I.64 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. APR 1984
I.65 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. JAN 1997
I.66 52.242-13 BANKRUPTCY. JUL 1995

I.67 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) -- ALTERNATE II APR 1984
 I.68 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) -- ALTERNATE V APR 1984
 I.69 52.244-2 SUBCONTRACTS. (AUG 1998) -- ALTERNATE II AUG 1998
 I.70 52.244-5 COMPETITION IN SUBCONTRACTING. DEC 1996
 I.71 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS. OCT 1998
 I.72 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS). JAN 1986
 I.73 952.245-5 GOVERNMENT PROPERTY COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS.
 I.76 52.246-24 LIMITATION OF LIABILITY--HIGH-VALUE ITEMS. (FEB 1997) -- ALTERNATE I APR 1984
 I.78 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. APR 1984
 I.80 952.247-70 FOREIGN TRAVEL MARCH 2000
 I.81 52.249-6 TERMINATION (COST-REIMBURSEMENT). SEP 1996
 I.82 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. JUN 1995
 I.83 52.253-1 COMPUTER GENERATED FORMS. JAN 1991

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (MAR 1999)

ATTACHMENT	DESCRIPTION	PAGES
A	Statement of Work Research Objectives/Background	27
B	Reporting Requirements	31
C	List of Government Property/Contractor Acquired	39
D	List of Government Furnished Property	40

J.2 ATTACHMENT A - RESEARCH OBJECTIVES/BACKGROUND

OBJECTIVES

The objective of this solicitation is to demonstrate technologies for the remote handling and size reduction of the long-length and oversized remotely handled, transuranic (RH-TRU) waste inventory at Hanford. Technologies that may be demonstrated include cutting components, contamination control including containment and fixatives, decontamination, holding and manipulation, assay equipment, remote command/control/communications(C3)/data link equipment, and other processes appropriate for the RH waste stream. Due to the type of work being done and the environment in which it must be performed, equipment or processes that can be done remotely may have additional advantages. It is not necessary for proposed equipment to address all aspects of the size reduction and remote handling tasks. In fact, it is anticipated that most procured items will address specific aspects of the overall task.

Examples of size reduction technologies include shears or saws to cut the structural steel or vessels into smaller pieces. Contamination control includes fixatives that could be used on both the outside of components or perhaps injected into the inside to reduce contamination spread during cutting operations. Decontamination methods that reduce personnel exposure or time required would be very useful. Contamination control might also include tents or other enclosure to keep contamination localized. Holding components during processing and moving them to or from the process area would be useful, and perhaps necessary. The only means to move large objects currently is the overhead crane. Improvement in planning and segregation could be realized with enhanced TRU assay technologies.

There are several ways the size reduction process could be improved. It is desirable to:

- reduce the number of personnel required for the tasks,
- reduce worker exposure,
- reduce the volume of the material that is disposed of as TRU waste by improved packing factors,
- segregate TRU contaminated material from non-TRU contaminated material,
- increase throughput by doing the job faster,
- utilize commercially available equipment so as to reduce the need for specially developed equipment,
- minimize secondary waste generation, and
- limit the potential for the spread of contamination.

This work will be performed as a Base Program - Phase 1, Proof of Principle Cold Demonstration, and Optional Phase 2, Acquisition and Deployment.

Background

The United States Department of Energy's Hanford Site, near Richland, Washington, has a number of well-defined needs for robust, remote material handling systems for the disposal of significant waste streams critical to the Hanford mission. Enforceable Consent Agreement milestones are tied to these waste streams, and continued long-term storage is not an option.

A current forecast indicates that more than 25,000 cubic meters of low level waste (LLW), long length equipment (LLE) (1200 containers) and 1100 cubic meters of TRU LLE will require processing and disposal. In addition to this, there is a forecasted non-LLE volume of 3800 cubic meters of remote handled (RH), and 1700 cubic meters of RH-TRU, as well as 1700 cubic meters of failed equipment presently stored in the PUREX tunnels that may need to be removed and processed for disposal.

The first waste stream components to be tackled under this program are two (2) PUREX towers located on the canyon deck of T-plant. While these towers are the initial items of the long-length and oversized RH-TRU waste inventory of to be size reduced, any equipment and processes procured under this program are expected to be generally applicable to many items. Other systems to be sized reduced later include process vessels and significant amounts of piping. The towers are representative of the materials of construction, contamination levels, and component sizes that comprise many other items in the long-length and oversized RH-TRU waste inventory.

Size reduction of the PUREX towers will be carried out on the canyon deck at T-plant. It is very likely that most future size reduction of long-length and oversized RH-TRU waste inventory will also be conducted at the same location. The constraints imposed on the size reduction activities for the PUREX towers will be similar to later activities. The size reduction of the equipment or other inventory should fit in a standard waste box (approximately 4' x 4' x 4') for final disposition. In order to fit inside the containers for the disposal of the size-reduced items, a maximum length of approximately 40 inches is anticipated.

Tower Descriptions

The PUREX T-L2 and T-J4 towers are currently stored in the T-Plant Canyon, and have been identified as containing fissile isotopes. Each tower consists of a frame constructed of structural steel supporting a stainless steel column. Typical structural steel members are six and eight-inch wide flange beams and two to six-inch angles. The largest components of the columns are long sections of seven to eight-inch diameter tubing with quarter inch walls. Additional column components include smaller diameter schedule 40 piping, and plates. Inside the large diameter tubing are numerous plates and tie rods.

Overall dimensions of tower T-L2 are 32 feet long, 8 feet tall, and 6 feet wide with a carbon steel frame weighing approximately 5400 pounds and a stainless steel column of approximately 1900 pounds. Overall dimensions of tower T-J4 are 22 feet long, 10 feet tall, and 8 feet wide with a carbon steel frame weighing approximately 3700 pounds and a stainless steel column of approximately 1700 pounds. Both towers were originally oriented with the long dimension vertical but have been laid on their sides for storage on the deck. It is anticipated the towers will be size reduced in their current orientations.

Figures 1 and 2 show two views of T-J4 and the canyon deck while Figure 3 shows T-L2 as seen from deck level.

Characterization of the towers for plutonium concentration indicates the T-L2 column contains approximately 18 grams of fissile material while the T-J4 column contains approximately 6.4 grams of fissile material. The carbon steel frames were originally painted when fabricated in the early 1950's. This paint is now flaking off. In addition, the frames currently have very high levels of alpha contamination.

The following photographs are provided as separate files to this solicitation.

Figure 1 PUREX Tower T-J4 From Deck Level

Figure 2 PUREX Tower T-J4 Viewed From Overhead Crane

Figure 3 Tower T-L2 on T-Plant Canyon Deck

Canyon Deck Description

While Phase I, Proof of Principle, Cold Demonstrations, will not be conducted on the canyon deck at T-Plant, any equipment or processes must be compatible with use on the canyon deck. The canyon building is approximately 800 feet long. The deck is approximately 37 feet wide and has approximately 25 feet of headspace (deck to bottom of the crane hook). The deck is a radiation and contamination zone. Remote operation of equipment from locations in other parts of the building is possible and perhaps preferred. However, there are a very limited number of penetrations between the canyon deck and other nearby areas that are outside the radiation and contamination zone.

Penetrations may not be very close to canyon locations where the size reduction tasks are performed. In addition, equipment that is used remotely may be used at multiple locations on the canyon deck, potentially separated by hundreds of feet.

The entire air space inside the canyon building is connected. Any activities that are conducted in one place on the deck that generates airborne contamination could result in the spread of contamination to other parts of the canyon.

Personnel on the canyon deck are required to wear personnel protection equipment (PPE). Normal access to the canyon deck requires two (2) pair of coveralls, shoe covers, rubber boots, two (2) pair of gloves, hood, and respiratory protection. PPE tends to reduce worker mobility and restrict dexterity. The temperature on the deck can be very cool during winter months and hot during summer months.

The canyon deck is visible in Figure 2. Covers for below deck cells are visible on the right side of the canyon deck in Figure 2. The cells are 20 feet apart and each has four cover blocks. Typical lifting bales for the cover blocks are visible very near the numbers 1 and 2 in the upper center of Figure 2. On the left side of the deck are another series of cover blocks covering a hot pipe trench. The lifting bales for these blocks are also visible in Figure 2. Lifting bales are also visible in the other figures. These lifting bales are fixtures of the canyon deck that must be considered in using any equipment on the deck. In addition to the lifting bales, the canyon deck has many other obstructions. In addition to the PUREX towers, the deck is being used for storage of other items.

The cover blocks on the cells are not watertight. Any liquids that might be used in the size reduction tasks might leak through the cracks and enter the cells below and end up in the building drain line. The outflow from the drain line is collected inside the canyon. It is undesirable to have any liquids from size reduction activities entering the cells below.

Relatively large equipment can be brought onto the canyon deck. This is possible using a railcar tunnel or truck entrance. However, normal access by personnel or equipment is through man doors. Electrical power is available on the canyon deck. However, other utilities are generally not available on the deck. Due to fire safety concerns, internal combustion engines have not been permitted on the deck.

NOTE: The following Internet site contains additional photographs of the T-Plant
<ftp://ftp.pnl.gov/pub/outgoing/t-plant>.

REPORTING REQUIREMENTS CHECKLIST

1. AWARDEE:			2. IDENTIFICATION NUMBER: DE-RA26-01NT41093				
3. REPORT SUBMISSION ADDRESS: <i>The requested quantity of all required report deliverables shall be submitted to the following address:</i>							
<p style="text-align: center;">NETL AAD DOCUMENT CONTROL BLDG. 921 U.S. DEPARTMENT OF ENERGY NATIONAL ENERGY TECHNOLOGY LABORATORY P.O. BOX 10940 PITTSBURGH, PA 15236-0940</p>							
4. PLANNING AND REPORTING REQUIREMENTS:							
	FORM NO.	FREQ.	NUMBER OF COPIES		FORM NO.	FREQ.	NUMBER OF COPIES
A. GENERAL MANAGEMENT				E. TECHNICAL (One paper copy and one PDF electronic file copy)			
<input type="checkbox"/> Management Plan	None			<input type="checkbox"/> Technical Progress Report	None		
<input type="checkbox"/> Status Report	None			<input checked="" type="checkbox"/> Final Report			
<input type="checkbox"/> Summary Report	1332.2			<input checked="" type="checkbox"/> Draft for Review	None	FD	2
B. SCHEDULE/LABOR/COST				<input checked="" type="checkbox"/> Final for Approval	None	FC	2
<input type="checkbox"/> Milestone Schedule/Plan				<input checked="" type="checkbox"/> Topical Report	None	A	2
<input type="checkbox"/> Labor Plan	1332.3	O,C,PY	3	F. PROPERTY			
<input checked="" type="checkbox"/> Cost Plan	1332.4			<input type="checkbox"/> Report of Contractor's Property Management System	None		
<input type="checkbox"/> Milestone Schedule/Status Report	1332.7			<input type="checkbox"/> Annual Report of Property in the Custody of Contractors	F 580.1-8		
<input type="checkbox"/> Labor Management Report	1332.8			<input type="checkbox"/> High Risk Property Report	F580.1-25		
<input checked="" type="checkbox"/> Cost Management Report	1332.9	M	3	<input type="checkbox"/> Report of Physical Inventory of Capital Equipment	None		
C. EXCEPTION				<input type="checkbox"/> Report of Physical Inventory of Sensitive Items	None		
<input type="checkbox"/> Conference Record	None			<input checked="" type="checkbox"/> Report of Termination or Completion Inventory	SF-1428 and SF-120 and F 580.1-7	FC	1
<input checked="" type="checkbox"/> Hot Line Report	None	A	2	G. OTHER			
<input checked="" type="checkbox"/> Journal Articles/Conference Papers and Proceedings	None	A	2	<input type="checkbox"/> Key Personnel Staffing Report	None		
D. ENVIRONMENTAL				<input type="checkbox"/> Subcontracting Report	SF-294		
<input checked="" type="checkbox"/> Hazardous Substance Plan	None			<input type="checkbox"/> Summary Subcontracting Report	SF-295		
<input checked="" type="checkbox"/> Hazardous Waste Report	None	O	3	<input type="checkbox"/> Software	None		
<input type="checkbox"/> Environmental Compliance Plan	None	FC	3	<input type="checkbox"/> Other _			
<input type="checkbox"/> Environmental Monitoring Plan	None						
<input type="checkbox"/> Environmental Status Report	None						
5. FREQUENCY CODES AND DUE DATES:							
<u>Definition</u> A - As Required (See attached text for applicability) 0 C - Contract Change 15 FC - Final - End of Effort 0 FD - Final Technical - Draft Version - 60 M - Monthly 25				<u>Calendar Days Due After Event</u> <u>Definition</u> O - Once After Award 30 Q - Quarterly (End of Calendar Quarter) 30 S - Semiannual (End of project year and project half-year) 30 Y - Yearly (End of project year) 30 PY - Yearly plan for following federal fiscal year -15			
<u>Property Reports</u> P - Property Management System - within 6 months of award date YP - Yearly property - due 10/15 for period ending 9/30 I - Physical Inventory of Capital Equipment - Biennial from award start date				<u>Other</u> SS - Subcontracting Report - Semi-annual due 4/30 and 10/30 for period ending 3/31 and 9/30 respectively YS - Summary Subcontracting Report - Annually, due 10/30 for period ending 9/30			
* The yearly plans, identified as required in Sections 4A and 4B, are due by September 15 for the following Federal fiscal year.							
6. SPECIAL INSTRUCTIONS:							
The forms identified in the checklist are available at http://www.netl.doe.gov/business/forms/forms.html . Alternate formats are acceptable provided the contents remain consistent with the form. All technical reports submitted to the DOE must be accompanied by a completed and signed NETL F 510.1-5 , addressing patent information.							

J.4 GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)

The contractor shall prepare and submit (postage prepaid) the plans and reports indicated on the "Reporting Requirements Checklist" to the addressee identified on the checklist. The level of detail the contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime contractors are required to submit to DOE.

J.5 COST PLAN (DOE F 1332.7) (MAR 1999)

The Cost Plan establishes the plan for accruing total costs by WBS element for the life of the contractual agreement. The time-phased baseline establishes the basis for the measurement of actual cost accumulation and provides basic information for updating and forecasting budget requirements. The Cost Plan itemizes accrued costs by WBS element for prior fiscal years, the current fiscal year by month, and future fiscal years until completion of the contractual agreement. For projects being managed to the fourth WBS level, additional forms show cost detail for each task individually.

J.6 COST MANAGEMENT REPORT (DOE F 1332.9) (MAR 1999)

This is a periodic report that shows the cost status of the contract and is compared with the Cost Plan. Information is reported by WBS element.

J.7 HOT LINE REPORT (NOV 2000)

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

Hot line reports shall document the incidents listed below:

1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.

5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.

When an incident is reported in accordance with 4, 5, 6, 7, or 8, the contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL Communications & Public Affairs Division, the Contracting Officer Representative (COR) and the Contracting Officer.

J.8 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY LARGE BUSINESSES FOR DOE REVIEW (SEPT 2000)

The Contractor shall submit to DOE for review and approval all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 510.1-5, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall simultaneously submit a draft version of the document to the DOE COR and the DOE Patent Counsel Office prior to the publication, presentation, or announcement. The document submitted to the DOE Patent Counsel shall be accompanied by a completed NETL Form 510.1-5. The DOE COR and DOE Patent Counsel shall review the draft version of the document and notify the Contractor of approval or recommended changes. The approved final version shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

J.9 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY A SMALL BUSINESS OR NONPROFIT ORGANIZATION FOR DOE REVIEW (SEPT 2000)

The Contractor shall submit to DOE for review and approval all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 510.1-5, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall submit a draft version of the document to the COR prior to the publication, presentation, or announcement. The COR shall review the draft version of the document and notify the Contractor of approval or recommended changes. The final version, along with a completed NETL Form 510.1-5, shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

J.10 ENVIRONMENTAL (OCT 2000)

In response, in part, to the requirements of the National Environmental Policy Act of 1969 (NEPA) and other related environmental statutes, the National Energy Technology Laboratory (NETL) requires the submission of various documents that assess the environmental aspects and projected impacts of all of its proposed actions. These documents may include the following: (1) Hazardous Substance Plan; (2) Hazardous Waste Report; (3) Environmental Compliance Plan; (4) Environmental Monitoring Plan; and (5) Environmental Status Reports.

The environmental information provided in these documents will enable NETL to fulfill its responsibilities under NEPA (additional information about the requirements of the National Environmental Policy Act can be found in the DOE NEPA Compliance Guide and 40 CFR 1021) and to monitor the proposer's compliance with other environmental regulations. The implementation of any task associated with a proposed action will be dependent upon DOE submitting and acquiring approval of necessary NEPA documentation. Therefore, to minimize the risk of project delays, it is imperative that these reports be submitted in a timely manner.

The information contained herein specifies the basic environmental requirements for this procurement action, but it is not to be interpreted as containing all necessary information for any given project. Likewise, certain aspects of the requirements may not be applicable. Accordingly, the level of information provided should be sufficient for DOE to assess the environmental implications of the proposed action.

J.11 HAZARDOUS SUBSTANCE PLAN (MAR 1999)

The Contractor shall submit a Hazardous Substance Plan not later than thirty (30) days after initial contract award. The Plan shall specifically identify each Hazardous Substance (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous Wastes) anticipated to be purchased, utilized or generated in the performance of this contract. For each such Hazardous Substance identified, the Plan shall specifically provide the following information:

Description of Substance/Chemical
EPA Hazardous Waste Number
EPA Hazard Code

Anticipated Quantity to be purchased, utilized or generated
Anticipated Hazardous Waste Transporter
Anticipated Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
Anticipated Treatment Method

J.12 HAZARDOUS WASTE REPORT (MAR 1999)

The Contractor shall submit a Hazardous Waste Report at the completion of contract performance. The Report shall specifically identify each Hazardous Waste (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous Wastes) actually utilized, or generated in the performance of this contract. For each such Hazardous Waste identified, the Report shall specifically provide the following information:

Description of Substance/Chemical
EPA Hazardous Waste Number
EPA Hazard Code
Actual Quantity Disposed
Actual Hazardous Waste Transporter
Actual Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
Actual Disposal Date
Actual Treatment Method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual Hazardous Substances purchased, utilized, or generated in the performance of this contract.

J.13 TECHNICAL REPORTS (SEPT 2000)

CAUTION: Technical reports SHALL NOT include Limited Rights Data (such as restricted, proprietary or business sensitive information). Limited Rights Data shall be submitted in a separate appendix to the technical report. This appendix SHALL NOT be submitted in an electronic format but rather submitted in ONE ORIGINAL AND THREE (3) PAPER COPIES along with the paper version of the sanitized technical report deliverable. The appendix shall be referenced in, but not incorporated into, the sanitized technical report deliverable under the contract. In accordance with FAR 52.227-14, Rights in Data-General, the appendix must be appropriately marked and identified.

Further, if this award authorizes the awardee under the provisions of The Energy Policy Act of 1992 to request protection from public disclosure for a limited period of time of certain information developed under this award, technical reports SHALL NOT contain such Protected EAct Information. Such information shall be submitted in a separate appendix to the technical report that is suitable for release after the agreed upon period of protection from public disclosure has expired. The appendix shall be referenced in, but not incorporated into, the sanitized technical report deliverable under the contract. In accordance with the clause titled "Obligations as to Protected Energy Policy Act (EAct) Information," the appendix must be appropriately marked and identified.

All TECHNICAL REPORTS submitted to the DOE MUST be accompanied by a completed and signed NETL F 510.1-5, addressing potentially patentable information.

J.14 FINAL TECHNICAL REPORT (MAR 1999)

The Final Report shall document and summarize all work performed during the contract period in a comprehensive manner. It shall also present findings and/or conclusions produced as a consequence of this work. This report shall not merely be a compilation of information contained in subsequent quarterly, or other technical reports, but shall present that information in an integrated fashion, and shall be augmented with findings and conclusions drawn from the research as a whole.

The contractor shall deliver a draft copy of the final report sixty (60) days before the completion of the period of performance. The Government shall be allowed thirty (30) days to review the draft copy and to notify the contractor, in writing, of approval or recommended changes. If the Government does not approve or recommend changes within thirty (30) days of receipt of the draft copy, the report shall be deemed approved. The approved final report is due on the contract completion date.

J.15 TOPICAL REPORT (MAR 1999)

These reports usually provide a comprehensive statement of the technical results of the work performed for a specific task or subtask of the Statement of Work (SOW), or detail significant new scientific or technical advances. If required, DOE shall review and approve the report outline prior to submission of the report.

J.16 GUIDELINES FOR ORGANIZATION OF TECHNICAL REPORTS (DEC 1999)

The following sections should be included (as appropriate) in technical reports in the sequence shown. Any section denoted by an asterisk is required in all technical reports.

TITLE PAGE* - The Title Page of the report itself must contain the following information in the following sequence:

Report Title

Type of Report (Quarterly, Semi-Annual, Annual, Topical, Final)

Reporting Period Start Date

Reporting Period End Date

Principal Author(s)

Date Report was Issued (Month [spelled out] and Year [4 digits])

DOE Award Number (e.g., DE-AC26-99NT12345) and if appropriate, task number

Name and Address of Submitting Organization (This section should also contain the name and address of significant contractors or subcontractors who participated in the production of the report.)

DISCLAIMER* -- The Disclaimer must follow the title page, and must contain the following paragraph:

“This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

ABSTRACT* - should be a brief, concise summary of the report.

TABLE OF CONTENTS*

LIST(S) OF GRAPHICAL MATERIALS

INTRODUCTION

EXECUTIVE SUMMARY - this should be a well organized summary that highlights the important accomplishments of the research during the reporting period. It should be no less than one page and no more than two pages in length, and should be single spaced. This summary must be more comprehensive than the traditional “abstract.”

EXPERIMENTAL* - this should describe, or reference all experimental methods being used for the research. It should also provide detail about materials and equipment being used. Standard methods can be referenced to the appropriate literature, where details can be obtained. Equipment should be described only if it is not standard, or if information is not available thru the literature or other reference publications.

RESULTS AND DISCUSSION* - It is extremely important that this section includes enough relevant data, especially statistical data, to allow the project manager to justify the conclusions. With the relevant data, explain how the data was interpreted and how it relates to the original purpose of the research. Be concise in the discussion on how this research effort solved or contributed to solving the original problem.

CONCLUSION* - The conclusion should not simply reiterate what was already included in the "Results and Discussion" section. It should, however, summarize what has already been presented, and include any logical implications of how the successes are relevant to technology development in the future. This is extremely important, since "relevancy" continues to be a criteria of the program.

REFERENCES*

BIBLIOGRAPHY

LIST OF ACRONYMS AND ABBREVIATIONS

APPENDICES (IF NECESSARY)

Company Names and Logos -- Except as indicated above, company names, logos, or similar material should not be incorporated into reports.

Copyrighted Material -- Copyrighted material should not be submitted as part of a report unless written authorization to use such material is received from the copyright owner and is submitted to DOE with the report.

Measurement Units -- All reports to be delivered under this instrument shall use the SI Metric System of Units as the primary units of measure. When reporting units in all reports, primary SI units shall be followed by their U.S. Customary Equivalents in parentheses ().

The contractor shall insert the text of this clause, including this paragraph, in all subcontracts under this award.

Note: SI is an abbreviation for "Le Systeme International d'Unites."

J.17 ELECTRONIC MEDIA STANDARD FOR PREPARATION OF TECHNICAL REPORTS (DEC 1999)

FILE FORMAT

Production of high-quality, electronic documents is dependent on the quality of the input that is provided. Thus, the contractor shall submit one good quality paper copy using either permanent or alkaline paper plus an electronic version of each technical report.

ELECTRONIC REPORTS SHALL BE SUBMITTED IN THE ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF). ELECTRONIC REPORTS SUBMITTED IN A FORMAT OTHER THAN ADOBE WILL BE RETURNED AND THE REPORT CONSIDERED DELINQUENT.

Each report shall be an integrated file that contains all text, tables, diagrams, photographs, schematics, graphs, and charts.

SUBMISSION FORMAT

The electronic file(s) shall be submitted via diskette or CD-ROM. Diskettes or CD-ROMs must be labeled as follows:

DOE Award Number
Type/Frequency of Report(s)
Reporting Period (if applicable)
Name of submitting organization
Name, phone number and fax number of preparer

Diskettes -- Diskettes must be 3.5" double-sided, high-density (1.4 M Byte capacity). If file compression software is used to transmit a PDF file spanning more than one diskette, PKZIP from PKWare, Inc., is the required compression software. State the number of diskettes in the set (e.g., 1/3)

CD-ROM -- The electronic file(s) may be submitted on an ISO9660-format CD-ROM.

FILE NAMING

In naming the electronic file, the contractor shall use the standard eight-character naming convention for the main file name, and the three character extension applicable to the software use, e.g., .pdf for Adobe.

For the main file name, the first five characters are the last five digits from the award number; e.g., for Award Number DE-AC26-97NT12345, the first five characters are 12345.

The next character represents the technical report and will always be designated as "R".

The remaining two characters indicate the chronological number of the particular type of report; e.g., Quarterly Technical Progress Reports for a 5-year award are numbered R01 through R20. Thus, the main file name for the sixth Quarterly Technical Progress Report under Award No. DE-AC26-99NT12345 would be 12345R06.PDF. If monthly, quarterly, annual, and a final technical report are required, the numbers would run from R01 through R86 (60 monthly reports, 20 quarterly reports, 5 annual reports, and 1 final report).

J.18 PROPERTY REPORTS (JAN 2000)

The NETL Property Handbook entitled "Management of Government Property in the Possession of Contractors," contains forms, instructions, and suggested formats for submission of property reports. This handbook can be found at <http://www.netl.doe.gov/business/index.html>.

J.19 REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120) (MAR 1999)

This report submitted on the SF-1428 and SF-120 is due immediately upon completion or termination of the contract. The contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

J.20 ATTACHMENT C -- GOVERNMENT PROPERTY/CONTRACTOR ACQUIRED (MAR 1999)

[TBD]

J.21 ATTACHMENT D -- GOVERNMENT PROPERTY/CONTRACTOR ACQUIRED (MAR 1999)

[TBD]

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
OR QUOTERS**

K.1 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

K.2 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it [] is a women-owned business concern.

K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2000) -- ALTERNATE I (OCT 2000)

(a)(1) The standard industrial classification (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (___) is, (___) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Women-owned small business concern," as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.7 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.8 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.9 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES. (FEB 2000)

(a) Definitions. As used in this clause--

"Component" means any item supplied to the Government as part of an end item or of another component.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means supplies delivered under a line item of a Government contract.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leases bases.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States. The Balance of Payments Program provides a preference for domestic end products for supplies acquired for use outside the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act--Balance of Payments Program Certificate."

K.10 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. (MAY 1997)

(a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) Representation. The offeror represents that it -

___ is ___ is not a Historically Black College or University;

___ is ___ is not a Minority Institution.

K.11 52.227-6 ROYALTY INFORMATION. (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.

(5) Percentage or dollar rate of royalty per unit.

(6) Unit price of contract item.

(7) Number of units.

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.12 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] --

___ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

___ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.13 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JUNE 1999)

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [], has not [] submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.14 SIGNATURE/CERTIFICATION (MAR 1999)

By signing below, the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within

the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Signature of the Officer or Employee
Responsible for the Offer

Date of Execution

Typed Name and Title of the Officer or Employee
Responsible for the Offer

Name and Address of Organization:

Solicitation Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <http://www.arnet.gov/far/index.html>

Department of Energy Regulations (Clauses starting with 952): <http://www.pr.doe.gov/dear.html>

L.3 CONTENT OF RESULTING CONTRACT (NOV 1998)

Any contract awarded as a result of this PRDA will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Documents, Exhibits and Other Attachments (excluding those attachments including in this RFP relating to submission of proposals). Blank areas appearing in these sections, indicated by "[]" will be completed prior to contract award.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations per FAR 52.215-1.

L.4 PARTICIPATION BY FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTERS (FFRDC) AND DEPARTMENT OF ENERGY (DOE) MANAGEMENT AND OPERATIONS (M&O) CONTRACTORS (DEC 2000)

A. PROPOSED USE OF A DOE M&O CONTRACTOR

Proposals submitted by, or substantially relying upon the technical expertise of, (1) another Federal agency; (2) a Federally Funded Research and Development Center (FFRDC) sponsored by a Federal agency; or (3) a Department of Energy (DOE) Management and Operating (M&O) contractor are not desired, will not be evaluated, and will not be eligible for an award under this solicitation. Offerors are encouraged to maximize the use of private sector organizations in the performance of the proposed effort. However, a proposal that includes performance by a FFRDC or DOE M&O contractor(s) may be considered for award, provided that: (1) the proposed use of any such entities is specifically authorized by the cognizant agency for the FFRDC or DOE for DOE M&O contractors, in accordance with the procedures established for the FFRDC or the DOE M&O contractor; (2) the work is not otherwise available from the private sector; and (3) the estimated aggregate cost of the FFRDC or M&O contractor(s) work does not exceed 25 percent of the total estimated project cost. DOE reserves the right to fund the work through a DOE field work proposal or an interagency agreement. If so, DOE will not reimburse the prime contractor or higher-tiered subcontractor, for indirect costs (e.g. overhead and/or G&A) allocated to the FFRDC or M&O subcontract costs.

B. PROPOSAL SUBMISSION REQUIREMENTS

In addition to the proposal information to be provided by the offeror as set forth in other parts of this Section L, the following requirements apply:

1. Justification.

The offeror shall submit a letter with its proposal (Volume I) which states that to the best of its knowledge, the work requested will not place the FFRDC or the DOE M&O contractor(s) in direct competition with the domestic private sector, and that the proposed scope of work cannot be performed by any private entity.

2. Work Scope.

The proposal must provide a detailed scope of work which clearly identifies that portion of the proposed effort to be performed by the offeror and a separate scope of work for the effort to be performed by the FFRDC or DOE M&O contractor(s). This detailed scope of work shall be provided as an appendix to the Volume II, Technical Proposal.

3. Cost Information.

The offeror shall provide cost information for that portion of the proposed work scope (see 2, above) to be performed by a FFRDC or DOE M&O contractor(s). The cost information shall be furnished in the same format and level of detail as prescribed for subcontractors. If a contractor uses an FFRDC or DOE M&O contractor to perform a portion of the work, the contractor's cost sharing shall be based on the total cost of the project, including both the contractor's and the FFRDC or DOE M&O's portions of the effort. The estimated cost of the effort shall be clearly identified in the Volume III, Cost Proposal.

4. Authorization from the DOE Contracting Officer

The applicant must submit a document from the DOE Contracting Officer or authorized designee stating that the DOE M&O contractor is authorized to participate in the proposed effort."

L.5 RESPONSIBLE PROSPECTIVE CONTRACTORS (JUNE 1999)

All responsible individuals, corporations, non-profit organizations, educational institutions, and state or local governments may submit proposals for consideration. The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 apply.

DOE may conduct preaward surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.6 TIME, DATE AND PLACE PROPOSALS ARE DUE (JAN 2000)

The date and time for submission of proposals shall be NO LATER THAN **FEBRUARY 22, 2001, 3:00 p.m.**, local prevailing time at the place designated for receipt of proposals. (See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)

Proposal Submission by U.S. Mail

Proposals must be received at the following mailing address:

U. S. Department of Energy
National Energy Technology Laboratory
Attn: D. Denise Riggi, Mailstop I07
3610 Collins Ferry Road
Morgantown, WV 26507-0880

Proposal Submission by Other than U.S. Mail

Offerors electing to submit proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the following hand-carry address by the date and time specified above:

U.S. Department of Energy
National Energy Technology Laboratory
ATTN: D. Denise Riggi, Mailstop I07
3610 Collins Ferry Road
Morgantown, WV 26507-0880

Such proposals must be closed and sealed as if for mailing.

External Marking of Proposals

Proposals shall be marked with the following information:

- (1) Address of Proposer
- (2) Solicitation Number
- (3) Due Time and Date of Proposals

L.7 INTENTION TO PROPOSE (MAR 1999)

To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Intention to Propose form contained in [41093.int] and return to the addressee shown via mail, facsimile or e-mail, by the earliest practical date.

L.8 NUMBER OF AWARDS (NOV 1997)

It is anticipated that there will be multiple award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L.9 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION. (FEB 2000)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.10 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of cost-sharing contract(s) resulting from this solicitation.

L.11 FALSE STATEMENTS (NOV 1997)

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.12 EXPENSES RELATED TO OFFEROR SUBMISSIONS (FEB 1998)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.13 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 1997)

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.14 AMENDMENT OF THE SOLICITATION (JAN 2000)

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. All amendments to this RFP will be posted on the NETL Homepage at "<http://www.netl.doe.gov/business/solicit/>". Receipt of an amendment to a solicitation by an offeror must be acknowledged and received prior to the hour and date specified for receipt of offers.

L.15 CLASSIFIED MATERIAL - NONE (NOV 1997)

Performance under the proposed contract is not anticipated to involve access to classified material.

L.16 PREPROPOSAL CONFERENCE IS NOT PLANNED (NOV 1997)

A preproposal conference for this solicitation is not contemplated.

L.17 AN EQUAL RIGHTS NOTE (NOV 1997)

Wherever, in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

L.18 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED) (MAY 1999)

This acquisition is unrestricted and contains no set-aside provisions.

L.19 PROPOSAL PREPARATION INSTRUCTIONS -- GENERAL (MAR 1999)

To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

The proposal is to clearly and fully demonstrate the offeror's capability, knowledge, experience, and expertise with regard to the requirements described herein. Simply stating that the offeror understands and will comply with technical and management requirements is not adequate. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are also inadequate.

Overall Arrangement of Proposal

The overall proposal shall consist of 3 physically separate volumes, individually entitled as stated below. The required number of each proposal volume is shown below.

PROPOSAL VOLUME -- TITLE	ORIGINAL	COPIES	PAGE LIMITATION
Volume I -- Offer and Other Documents	1	1	None
Volume II -- Technical Proposal	1	6	30
Volume III -- Cost Proposal	1	4	None

The text of each proposal volume shall be typed, single-spaced, using Elite size (or equivalent, such as times-roman, courier, or arial), 12 pitch type (or equivalent), and printed, unreduced on size 8 1/2-inch by 11-inch paper. For interpretation of page limitation guidelines, the front and back of a single sheet are counted as two pages. Illustrations shall be legible and no longer than 11-inch by 17-inch fold-outs, as appropriate for the subject matter. Each 11-inch by 17-inch fold-out is considered two pages when determining the number of pages. Pages of each volume shall be sequentially numbered with the volume and page numbers on each page. Except as otherwise noted in the solicitation, the page guidelines set forth constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference as a means to circumvent the page limitation.

Offerors are not to provide proposal information in three-ring binders.

L.20 PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS (MAR 1999)

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work, other documents requiring the signature of the offeror's authorized representative, and the offeror's description of its business and management approaches to satisfying the Statement of Work and its capability to perform the work.

FORMAT AND CONTENT

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

1. The SF33 Form -- Solicitation, Offer and Award (Page 1 of this solicitation)

(a) Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, and sign in block 17. The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable, and signed by an authorized individual of the proposing organization. Two signed originals shall be included.

(b) The offeror's Acceptance Period (See Block 12) entered shall not be less than 180 days.

(c) Signature Authority. The person signing the SF33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

2. Offeror Representations and Certifications Fully Executed

Offeror Representations and Certifications included under Section K of this solicitation are to be fully executed and a copy included in each copy of Volume I, Offer and Other Documents. As stated in Section K, should an offeror be selected for further negotiations, he must certify to the certifications referenced.

3. Supporting Data

The supporting data to be included in Volume I shall include all of the following information:

(a) The suitability of proposed teaming agreements among participants (including subcontractors).

(b) A discussion of the proposed involvement of qualified and capable small and small socially and economically disadvantaged business concerns. This section shall also contain the offerors commitment to, on request, submit and negotiate in good faith a Small and Small Disadvantaged Business Subcontracting Plan in accordance with FAR 52.219-9 of this solicitation.

4. Exceptions and Deviations

The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II -- Technical Proposal and Volume III -- Cost Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable. Offerors who object to review of their proposal by persons other than Government employees shall so state in this Volume I. Again, offerors are cautioned that DOE may be unable to give full consideration to proposals which indicate that only Government evaluation is authorized.

L.21 ENVIRONMENTAL, HEALTH, SAFETY AND SOCIETY IMPACT (MAR 1999)

Should the Offeror be selected for further negotiations leading to contract award, the Offeror will be required to submit a completed Environmental Assessment Questionnaire (see nepa.frm at <http://www.netl.doe.gov/business/index.html>). This will be a detailed, self-contained document summarizing the proposed action, its alternatives, the existing environment, anticipated impacts from the project, and any regulatory compliance necessary. DOE shall use this questionnaire to evaluate the potential impacts of the proposed project, and at the earliest possible time, whether execution of the proposed activities will require an Environmental Assessment (EA), an Environmental Impact Statement (EIS), or can be covered under a Categorical Exclusion (CX). If the environmental impacts are considered significant, the selectee, prior to award, will be required to prepare the Environmental Compliance Plan, an Environmental Monitoring Plan, and Environmental Report. Contract award will be made after the environmental material submitted by the respective contractor has been reviewed and accepted by DOE.

L.22 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (JUN 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.23 PREPARATION INSTRUCTIONS: VOLUME II - TECHNICAL PROPOSAL (OCT 2000)

Volume II - Technical Proposal will be used to assess both the scientific merit of the proposed work and its relevance to both DOE's current programmatic objectives and the objectives of this solicitation (see Part I, Section J, Attachment A) The technical proposal must be self-contained and written in a clear and concise manner. The proposal shall be definitive with respect to the research which the offeror actually proposes to conduct. If the proposal is selected for comprehensive evaluation, the criteria specified in Section M shall be applied.

The maximum number of pages for the Technical Proposal shall be limited to 30. For interpretation of page guidelines, reference the clause entitled, "Proposal Preparation Instructions -- General". Note that the Cover Sheet, Resumes, Public Abstract, Table of Contents and other Pertinent Publications are not included in the page limitation.

To ensure that the technical proposal is evaluated strictly on its own merit, no cost information shall be included.

FORMAT AND CONTENT

The offeror shall include a technical discussion in the format specified below. This format relates to the technical evaluation criteria found in Section M. Alternate heading names and additional headings may be included as desired.

1. Cover Sheet .

A completed and signed cover sheet as per FAR 52.215-1 shall be used. The title of the proposed effort should be concise and descriptive of the work to be performed.

2. Public Abstract

A concise public abstract of no more than one (1) typewritten page clearly stating the objectives of the proposed research, the title of the project, methodology, and sponsoring organization(s) shall be included. The abstract is to provide an overview of the proposed project objectives. It is a stand-alone document. This abstract may be released to the public by DOE in whole or in part at anytime. It is therefore required that it shall not contain proprietary data or confidential business information. The offeror shall indicate a point of contact for coordination, preparation and distribution of press releases.

3. Table of Contents

In order to produce a comprehensive application for this solicitation, the offeror should address, at a minimum, the areas listed below. To help facilitate the review process and to ensure addressing all the review criteria, the offeror shall use the following Table of Contents when preparing the technical application.

TABLE OF CONTENTS

PUBLIC ABSTRACT
TABLE OF CONTENTS
List of Tables
List of Figures
List of Acronyms

Page

TECHNICAL DISCUSSION

This section shall contain the major portion of the Technical Proposal. It shall clearly address each of the Technical Proposal evaluation criteria in Part IV -- Section M, and at a minimum cover the factors listed below.

A. Applicability and Potential Benefits of the Technology (40 percent)

Offerors shall clearly discuss the capability of the proposed technology or methodology to provide solutions to the problem. The offeror's understanding of the objectives shall be demonstrated in a concise discussion assessing the reason for the proposed work.

Offerors shall clearly demonstrate that the proposed technology is ready for a demonstration in a cold mockup facility.

Offerors shall discuss the ability of the proposed technology to perform remote handling, size reduction, contamination control, decontamination, assay or other elements of the size reduction of the long-length and oversized tower. A mature technology is needed with no additional research and development required.

Offerors shall provide a discussion which clearly demonstrates its understanding of current competing technologies, and their deficiencies in a concise discussion.

Offerors shall clearly document the potential benefits of the proposed technology as compared to other competing technologies.

Offerors shall clearly address the degree to which the proposed technology may be operated remotely, i.e. no operator required on the canyon deck.

B. Technical Approach (40 percent)

Offerors shall propose a definitive Statement of Work (using the guidance for Statement of Work preparation in the following provision L.24). Offerors shall propose success criteria which clearly allows for measurement of the performance of the proposed technology and quantification of the benefits based on the completed demonstration under Phase I. Offerors shall provide a preliminary test plan for the demonstration of the proposed technology.

Offerors shall identify potential issues and proposed resolution of the issues, including, but not necessarily limited to, transportation issues, facility access issues due to size of equipment, special utility requirements, waste generation and disposal (including any secondary waste), decontamination of equipment, potential technical and schedule problems.

Offerors shall propose a schedule for demonstration, which clearly delineates critical milestones and reflects the offeror's ability to meet the planned schedule to conduct hot demonstration/deployment in the May/June 2001 timeframe.

Offerors shall propose staffing requirements for the demonstration activity; clearly identifying key personnel and level of effort.

C. Project Management, Experience, and Commitment (20 percent)

Offerors shall provide pertinent evidence of prior involvement in field testing of the proposed technology.

Offerors shall provide clear documentation which demonstrates that the proposed technical and management staff possess appropriate experience for the proposed demonstration, clearly documenting management of projects similar in type, technology, size, and complexity; and also clearly show their availability for the project.

Offerors shall discuss its motivation for being involved in proposed effort and provide evidence of commitment to demonstrate proposed technology, as well as commitment, willingness and ability to support the hot demonstration and deploy the proposed technology.

TECHNICAL EXCEPTIONS AND DEVIATIONS

APPENDICES

- A. STATEMENT OF WORK
- B. RESUMES
- C. ADDITIONAL PERTINENT PUBLICATIONS/PAST PERFORMANCE REVIEWS/LETTERS OF COMMENDATION (if any)

L.24 INSTRUCTIONS FOR PREPARING THE STATEMENT OF WORK (NOV 2000)

All proposals must contain a single, detailed Statement of Work that addresses how the project objectives will be met. The Statement of Work must contain a clear, concise description of all activities to be completed during project performance and follow the structure discussed below. This Statement of Work may be released to the public by DOE in whole or in part at any time. It is therefore required that it shall not contain proprietary data or confidential business information.

The Statement of Work is limited to a maximum of three (3) pages, and shall be included in Appendix A of the Volume II, Technical Proposal. The following is the format in which the Statement of Work is to be prepared:

TITLE OF WORK TO BE PERFORMED

Insert title of work to be performed. Be concise and descriptive.

Objectives.

Include one paragraph on the overall objectives of the work. Identify specific objectives for Phase I – Proof of Principle Cold Demonstration. Separately, identify specific objectives for Phase II – Acquisition and Deployment

Scope of Work

This section shall not exceed (2) pages and should define the effort that will take place and the methodology to achieve the demonstration of the proposed technology.

Phase I – Proof of Principle Cold Demonstration

Until the National Environmental Policy Act review and approval process is completed and notification is provided, the Contractor shall take no action that would have an adverse impact on the environment or limit the choice of reasonable alternatives to the proposed action.

Task 1 – Develop Test Plan

The Contractor shall provide a preliminary demonstration test plan. At a minimum, the preliminary test plan shall include:

- objectives of the technology demonstration,
- description of equipment, setup, and procedures,
- duration of demonstration; and
- criteria for determining the success of the demonstration. (i.e., the specific measurement of the impact/benefit of the proposed technology for remote handling and size reduction of the long-length and oversized TRU waste inventory at DOE Hanford site.)

The Contractor shall be responsible for:

- The data to be collected,
- the description of equipment used for data collection, and
- the description of processing and interpretation of data.

The Contractor shall describe what will be tested, where the testing will be conducted, and when the testing will take place.

The Contractor shall propose the type and amount of involvement of their personnel in the demonstration. The Contractor will operate the equipment for the Proof of Principle Cold Demonstration.

Task 2 – Mobilization

The Offeror shall discuss how the process will be set up or installed at the Hanford Site including the utility requirements and other support services.

Task 3 – Demonstration

The Offeror shall discuss the methodology, number of personnel involved, type of information to be recorded, duration of demonstration, expected production rate, waste generated during demonstration, any maintenance requirements (duration and interval), and support activities that are required.

Task 4 – Demobilization

The Offeror shall discuss the process and requirements after the completion of the demonstration.

Task 5 – Reports

The Contractor shall complete a final report at the conclusion of Phase I. The report shall specifically address any modifications to the equipment considered necessary for hot deployment based on Phase I performance.

NOTE: The contractor shall not proceed with Phase II without written Contracting Officer approval.

Optional Phase II – Acquisition and Deployment

The scope of this phase may include:

- acquisition of the hardware items including spares, maintenance, replacement parts
- training of site personnel,
- onsite support during initial deployment, and
- operating and maintenance documentation as appropriate for the proposed equipment.

D. DELIVERABLES

The periodic, topical, and final reports shall be submitted in accordance with the attached “Reporting Requirements Checklist” and the instructions accompanying the checklist.

The Contractor shall provide a list of deliverables other than those identified on the “Reporting Requirements Checklist” that will be delivered. These reports shall also be identified within the text of the Statement of Work.

1. Task 1.1 - (Report Description)
2. Task 2.2 - (Report Description)
3. Hardware/Warranty

E. BRIEFINGS/TECHNICAL PRESENTATIONS (If applicable)

The Contractor shall prepare detailed briefings for presentation to the COR at the COR’s facility located in Pittsburgh, PA or Morgantown, WV. Briefings shall be given by the Contractor to explain the plans, progress, and results of the technical effort [For consistency - offeror’s are advised to propose two briefings.]

The Contractor shall provide and present a technical paper(s) at the DOE/NETL Annual Contractor’s Review Meeting to be held at the NETL facility located in Pittsburgh, PA or Morgantown, WV.

L.25 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III COST PROPOSAL (NOV 2000)

A. GENERAL

The Cost Proposal consists of the offeror's estimated costs to perform the desired work as set forth in the Statement of Work. As a minimum, the Cost Proposal shall contain the information specified below, **BROKEN DOWN ON A TASK BY TASK BASIS IN ACCORDANCE WITH THE OFFEROR'S FISCAL YEAR, ALONG WITH A SUMMARY OF THE TOTAL PROJECT COSTS.**

Since each Cost Proposal shall be evaluated to determine such matters as cost realism, reasonableness, understanding of the magnitude of effort, and probable cost to the Government, as well as being the basis for any necessary cost negotiation, it should be accurate, complete, and well documented.

Cost information is not to be included in either the technical proposal or the business/management proposal.

B. MODIFICATIONS TO COST PROPOSAL

Any modification to the Cost Proposal shall clearly indicate the cost impact of the modification to the same level of detail shown in the original proposal.

Once the prospective offeror has been selected, the estimated costs submitted with the proposal shall not be subject to increase, except for changes in certified cost or pricing data submitted with the proposal, unless changes are made in the requirements of the request for proposal.

Furthermore, increases shall be considered only in regard to those requirements that are actually affected by the changes (whether they are initiated by the Government, or by the offeror), and then only to the extent that such increases will be considered separately, and not as part of a combined overall negotiation of the estimated cost and fee for the proposed award.

C. CERTIFIED COST OR PRICING DATA.

In accordance with P.L. 87-653, as implemented by FAR 15.403, offerors may be required to certify that any cost or pricing data submitted is accurate, complete and current. In such an event, the required format for the certification can be found in FAR 15.406-2. The executed certification must be presented to the Contracting Officer after negotiations are concluded and before award can be made. FAR 15.407-1 contains applicable procedures where it is subsequently found that defective cost or pricing data was submitted.

In accordance with FAR 15.403, any offeror required to submit the above certification shall also be required to either submit, or arrange for the submission, of accurate, complete, and current cost or pricing data from his prospective subcontractors whose individual cost estimates exceed the limits established in FAR 15.404-3. This requirement may be waived under the circumstances as set forth in FAR 15.403-1.

Notwithstanding the above paragraphs, any successful offeror shall comply with applicable requirements of the "Subcontractor Cost or Pricing Data" clause of the award.

D. FORMAT AND CONTENT

Cost and pricing data to be submitted by the offeror shall follow the format prescribed in Table 15-2 of the FAR or the alternate format specified below.

General Instructions.

- a. Table of Contents : All forms, tables, or exhibits should be included and identified in the table of contents.
- b. Page Identification: All pages of the Cost Proposal, including forms, must be numbered.
All forms, tables, or exhibits must be clearly identified.
- c. Rounding Off : Final monetary extensions shall be expressed in whole dollars only.

Section One: Exhibits A through I

Section Two: Additional Information

Section Three: Exceptions and Deviations

E. PREPARATION OF EXHIBITS.

Exhibits A through I identified below shall be included in the cost proposal. Sample forms for these exhibits can be found on the NETL Website located at http://www.netl.doe.gov/business/forms/cost_rfp.html. Unless otherwise stated, the exact form need not be utilized; however, the information indicated both in this section and on the sample forms is required and must be submitted.

Cost information in the same format and level of detail is required for each subcontract or intercompany transfer estimated to exceed \$500,000. The trail from the subcontractor's project cost summaries to the offeror's Subcontracted Items line on Exhibit B-2 should be clear. Provide explanations for any differences between the amount proposed by the subcontractor to the offeror and the amounts proposed by the offeror to the Government for subcontract work.

Exhibit A: Contract Pricing Proposal Cover Sheet.

The Contract Pricing Proposal Cover Sheet is to be completed by the offeror and all proposed subcontractors. Completion of the remaining Exhibits (B through I) will provide supporting documentation for the proposed cost shown in Blocks 6A to 6C of the Contract Pricing Proposal Cover Sheet.

Exhibit B-1: Summary of Cost Elements by Task and for Total Project.

Exhibit B-2: Summary of Cost Elements by Task and Offeror's Fiscal Year.

This is a two-part exhibit, with one Exhibit B-1 providing a summary of the total costs for each task AND the resulting total project costs. To support the Exhibit B-1 amounts, an individual Exhibit B-2 is required for each of the offeror's fiscal years in which the project is to be performed, and will provide the costs by task within each fiscal year. All of the Exhibit B-2s will roll up into the project totals shown on the Exhibit B-1.

Exhibit C: Summary of Direct Materials and/or Equipment by Task and Offeror's Fiscal Year.

Provide a consolidated priced summary of individual material quantities. Indicate the basis for the proposed prices, i.e. written quotes, catalogue prices, prior invoices, shop estimates, etc. Where appropriate, identify the vendor and provide the date and information for multiple quotes.

Exhibit D-1: Summary of Direct Labor by Task and Offeror's Fiscal Year.

Exhibit D-2: Summary of Direct Labor Hours by Task

This is a two-part exhibit in which the Exhibit D-1 provides the number of direct labor hours, the direct labor hourly rates, and the labor cost for each labor category proposed. As this information is required for each task by fiscal year, multiple forms are needed so that the total labor for each task matches the labor on the Exhibit B-2 task summaries.

On Exhibit D-2, provide the direct labor hours by task for each labor category for the prime contractor and all subcontractors and consultants. As an attachment to Exhibit D-2, provide a separate page that defines all labor category titles listed on the Exhibit D-2. This definition should discuss the duties normally performed by personnel having that title, and differentiate between levels of the same title (i.e., Senior Engineer vs. Junior Engineer, Technician I vs Technician II, etc.).

Exhibit E: Summary of Travel by Task and Offeror's Fiscal Year.

Each trip must be itemized to identify the destination, number of travelers and length of the trip. Provide the rates used to estimate costs for airfare, lodging, meals and incidental expenses, and ground transportation.

Exhibit F: Summary of Other Direct Costs by Task and Offeror's Fiscal Year.

The amount and basis for proposed direct costs not otherwise supported in the previous exhibits should be included here. For example, the number of hours and the hourly charge for computer time proposed might be included.

Exhibit G-1: Summary of Indirect Expenses.

Exhibit G-2: Summary of Proposed Indirect Rates.

This is a two-part exhibit, with one Exhibit G-2 providing a summary of the indirect rates developed on all Exhibit G-1s. An individual Exhibit G-1 is required for EACH indirect cost proposed, e.g. material overhead, labor overhead, G&A expense, etc. Each Exhibit G-1 will contain the major pool expense groupings by line item and dollar amount for the offeror's most recently completed fiscal year, the current fiscal year, and an estimate for the next fiscal year. Similarly, the allocation base must be identified and the dollar amount provided to permit verification of the resulting indirect rates. The inclusive dates of the offeror's fiscal year must also be identified.

If agreement has been reached with another governmental organization for the use of provisional rates, a copy of the approved rate agreement can be submitted in lieu of Exhibit G-1, but an Exhibit G-2 is still required.

Exhibit H: Summary of Escalation Factors/Percentages by Cost Element.

This exhibit shall provide, by cost element, the escalation factors (percentages) applied to current costs to estimate the proposed costs for future fiscal years.

Exhibit I: Pre-Award Accounting System Survey.

The Pre-Award Accounting System Survey provides information on the offeror's accounting system capabilities. This exhibit should be completed by an individual responsible for maintaining the offeror's accounting system. The form provided must be used.

F. ADDITIONAL INFORMATION

Estimating Procedure.

Provide a discussion of the offeror's estimating procedure and the rationale used in the development of the proposed costs. For effective negotiations, it is essential that there be a clear understanding of:

- a. The existing verifiable data.
- b. The judgmental factors applied in projecting from known data to the estimate.
- c. The contingencies used by the offeror in the proposed costs.

Subcontracts .

The following information is required FOR EACH PLANNED SUBCONTRACT OF \$500,000 OR MORE:

- a. A brief description of the work to be subcontracted.
- b. The number of quotes solicited and received.
- c. The cost or price analysis performed by the offeror.
- d. Names and addresses of the subcontractors tentatively selected and the basis for their selection; i.e. low bidder, delivery schedule, technical competence.
- e. The offeror's rating of the subcontractor's competence; i.e. fair, good, excellent.
- f. Type of contract and estimated cost and fee or profit.
- g. Affiliation with the offeror, if any.
- h. Whether or not the subcontractor is a small business concern.
- i. The extent of subcontract supervision required.
- j. Whether or not the subcontractor is a minority business concern.

Consultants .

If the offeror proposed the use of consultants, provide the following FOR EACH NAMED CONSULTANT:

- a. Resume.
- b. Identification of all cost elements included in the consultant's daily/hourly rates, plus a detailed explanation of any costs that would be charged over and above the rates.
- c. A signed consulting agreement between the offeror and the consultant.
- d. A signed statement from the consultant that the proposed rate is a "most favored customer rate", or the reason such a rate was not offered.
- e. A determination by the offeror that the rate proposed is comparable to the rates of other consultants doing similar types of work.
- f. The offeror shall prepare a technical evaluation of the need to employ a consultant, which shall include the consultant's technical ability to perform the desired work, along with a statement and reason that in-house resources are unavailable for performance of the effort.

In those cases where a consultant IS NOT NAMED but the offeror realizes a need will exist, the offeror shall support the proposed daily rate by supplying the information in (e) and (f) above.

Cost Sharing, In-kind Contributions, etc.

If either cost sharing or cost participation is proposed, information should be provided concerning the proposed contractual arrangements. Examples of arrangements and the information required are as follows (however, note that arrangements are not limited to these four):

- a. Cash: Indicate the percentage proposed and identify the base to which the rate would be applied.
- b. Elimination of certain items from indirect pools: Identify which elements.
- c. Forbearance of fee/profit: State the standard percentage and identify the base to which the rate normally applies.
- d. In-kind contribution of facilities: Explain how the value of the contribution was calculated.

In any case, any proposed cost sharing method or value is subject to independent evaluation and audit by DOE in accordance with DEAR 917.70.

Financial Condition.

- a. Provide a current balance sheet, profit and loss statement for all quarters reported on the current fiscal year, and an audited financial statement for each of the last 3 fiscal years.
- b. Describe fully any assets other than cash, accounts receivable, land, buildings, and equipment carried on the above balance sheet.
- c. State what percentage this proposed contract will represent of the offeror's estimated total business during the period of performance.
- d. Describe fully the impact of this project on the offeror's organization and any contingency, limitation, and conditions affecting availability of funds for this project.

Company Compensation Policies.

The offeror shall briefly describe company compensation policies in the following areas (existing company publications may be furnished):

- a. Salary Increases:(Merit, Cost-of-Living, General, Other)
- b. Fringe Benefits: Paid Absences (Vacations, Sick Leave, Holidays), Insurance Contributions, Retirement, Other
- c. Travel and Per Diem
- d. Relocation
- e. Bonuses & Other Employee Incentives
- f. Severance
- g. Overtime
- h. Shift Premium

High Value Equipment.

Offerors are informed that when the use of High Value Equipment (in excess of \$10,000) is applicable to the procurement, the Government reserves the right to require the submission of the feasibility of lease versus purchase studies by the successful offeror.

Use of ADPE.

If the use of automatic data processing equipment (ADPE) is proposed by the offeror, the Government reserves the right to require the preparation of (1) feasibility and (2) lease versus purchase studies by the successful offeror.

The offeror shall provide any other supporting information deemed necessary in this section.

G. SUMMARY OF EXCEPTIONS AND DEVIATIONS.

The offeror shall identify and explain any exceptions, deviations, or conditional assumptions taken with respect to the requirements contained in these Cost Proposal Preparation Instructions.

Any exceptions or deviations taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government may, however, result in rejection of the proposal(s) as unacceptable.

L.26 952.227-84 NOTICE OF RIGHT TO REQUEST PATENT WAIVER. (FEB 1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

L.27 INFORMATION OF AWARD (NOV 1997)

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.28 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSALS (FEB 1998)

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

Offeror's Proposals will not be returned (except for timely withdrawals).

L.29 52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer, Raymond Johnson, by obtaining written and dated acknowledgment of receipt from U. S. Department of Energy, National Energy Technology Laboratory, Mailstop 921-107, P.O. Box 10940, 626 Cochrans Mill Road, Pittsburgh, PA 15236-0940.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.30 952.233-2 SERVICE OF PROTEST. (APR 1995)

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585 Fax: (202) 586-4546.

L.31 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (SEP 1996)

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.32 952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL (MAR 1998)

Proposals will be evaluated in accordance with applicable DOE acquisition policies and procedures. Evaluation will be performed to determine the offeror's understanding of work to be performed, technical approach, potential for completing the work as specified in the solicitation, cost reasonableness, the probable cost to the Government, and ranking with competing offerors.

Award will be made to that responsible offeror(s), whose offer(s), conforming to this solicitation, is (are) considered most advantageous to the Government, considering the Evaluation Criteria in this Section M.

M.2 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (NOV 1997)

The technical proposal is of greater importance than the cost proposal. The offer and other documents proposal is to be evaluated for adequacy and compliance with the solicitation.

M.3 EVALUATION CRITERIA (MAY 1999)

A. Technical Criteria

Technical aspects of proposals will be evaluated in accordance with the following criteria, which are listed in descending order of importance. Within each criterion, subcriteria are either listed in descending order of importance, or are approximately equal in weight.

1. Applicability and Potential Benefits of the Technology (40 percent)

Degree to which the proposed technology or methodology provides solutions to the problem. The offeror's understanding of the objectives as evidenced by the assessment of the reason for the proposed work.

Demonstrated readiness of the proposed technology for demonstration in a cold mockup facility.

Ability to perform remote handling, size reduction, contamination control, decontamination, assay or other effort.

Extent of offeror's understanding of current competing technologies, and their deficiencies.

Potential benefits of the proposed technology as compared to competing technologies.

Degree to which technology may be operated remotely, i.e. no operator required on the canyon deck.

Ability of the offeror to measure the performance of the proposed technology and to quantify the benefits based on the completed demonstration.

2. Technical Approach (40 percent)

Soundness and completeness of the proposed Statement of Work including a preliminary test plan for the demonstration of the proposed technology, and appropriateness of success criteria.

Identification of potential issues and proposed resolution of the issues, including, but not limited to, transportation issues, facility access issues due to size of equipment, special utility requirements, waste generation (including secondary waste) and disposal, and decontamination of equipment.

Compatibility of the proposed schedule with the requirements of the project and site.

Reasonableness and appropriateness of staffing requirements for the demonstration activity; and reasonableness and completeness of the schedule.

3. Project Management, Experience, and Commitment (20 percent)

Pertinent evidence of prior involvement in field testing of the proposed technology.

Demonstrated technical and management experience; availability of personnel for the project; and prior experience in managing projects similar in type, technology, size, and complexity.

Motivation for being involved in proposed effort and evidence of commitment to demonstrate proposed technology.

Willingness and ability to support hot demonstration and deploy the proposed technology.

B. Cost Criteria.

The cost proposal will not be point scored, assigned a numerical weight, or adjectivally rated. The cost proposal will be evaluated in accordance with the following criteria, which are of equal weight:

1. Reasonableness and appropriateness of cost.
2. Evaluated probable cost to the Government including any options.
3. Extent of cost participation.

M.4 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.5 APPLICATION OF PROGRAM POLICY FACTORS AND SELECTION (OCT 1998)

A. Program Policy Factors

These factors, while not indicators of the proposal's merit, e.g., technical excellence, cost, proposer's ability, etc., may be essential to the process of selecting the proposal(s) that, individually or collectively, will best achieve the program objectives. Such factors are often beyond the control of the offeror. Proposers should recognize that some very good proposals may not receive an award because they do not fit within a mix of projects which maximizes the probability of achieving the DOE's overall research and development objectives. Therefore, the following Program Policy Factors may be used by the Source Selection Official to assist in determining which of the ranked proposal(s) shall receive DOE funding support.

1. It may be desirable to select project(s) for award that represent a diversity of technologies, methods, or approaches.
2. It may be desirable to select project(s) for award of less technical merit than other project(s), if such a selection will optimize use of available funds by allowing more projects to be supported while not being detrimental to the overall objectives of the program.
3. It may be desirable to select project(s) for award considering the impact of regulatory (siting and permitting) issues.
4. It may be desirable to select project(s) for award to diversify the demonstration of the proposed technologies among multiple demonstration sites.

The above factors will be independently considered by the Source Selection Official in determining the optimum mix of proposals that will be selected for support. These policy factors will provide the Source Selection Official with the capability of developing, from the competitive procurement, a broad involvement of organizations and organizational ideas, which both enhance the overall technology research effort and upgrade the program content to meet the goals of the DOE.

B. Selection

The Source Selection Official will select a mix of proposals for award from the finding(s) established by the proposal evaluation panel. The Source Selection Official will take into account the relative technical rating and the cost evaluation results as well as applicable program policy factors in determining which proposal(s) will best satisfy program objectives.